DOIT MASTER AGREEMENT NUMBER: B-03-012 DOIT APPROVAL DATE: 7/8/2003

VENDOR NAME: AT&T Corp. FEIN: 13-4924710

SERVICE/PRODUCT NAME: Local Exchange Service: Analog Lines (POTS Service): PrimePath

**Service** 

### **SERVICE/PRODUCT DESCRIPTION:**

### **Description of service**

The Service is provided by AT&T Corp., acting on it's own and behalf of it's affiliated entities. Service is offered via supplier's facilities in combination with resold exchange service, intralata services, or transmission facilities provided by other certified carriers. Service is only available to the connection of individual points of presence for carriers

PrimePath Service is a basic business line service, which provides a Customer with one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time. PrimePath Service is provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines. PrimePath Service is offered in either Business Line, Key Line or Business Trunk configuration.

**PrimePath** sm. PrimePath is a DS-0 level, full-featured local service that provides analog business and key lines, business line features, and analog business trunks. The service is provisioned using either unbundled loops (where available) at the DS-0 level or AT&T will deliver the service via a T-1 and derive the DS-0s utilizing an AT&T-provided channel bank. AT&T PrimePath provides users with the following services:

- ◆ Local Business Line handles both direct outward and direct inward dialed calls. Only a Local Business Line can have features (i.e., call waiting).
- Direct Outward Dial (DOD) Trunk allows station users behind customer premise equipment (Key System, channel bank, PBX) to dial directly out from their extensions without the assistance of an attendant. The service is one-way only.
- PBX Direct Inward Dial Trunk allows incoming calls to be terminated directly to an extension behind customer premise equipment without the need for an attendant to complete the call. The service is one-way only.
- Basic Inbound Trunk allows incoming calls to be answered by an attendant. The service is one-way only. The service does not allow direct call completion to a station user behind customer premise equipment.
- Analog Combo Trunk a two-way trunk group, which allows DOD dialing from station users behind customer premise and incoming calls to an attendant. The service does not allow direct call completion to a station user behind customer premise equipment.

### **Temporary Service**

Temporary service will be provided if such service provision is consistent with the best interest of the Provider.

### Shortage of Equipment or Facilities

The Provider reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Provider, when necessary because of a lack of facilities, or due to any other cause beyond the Provider's control.

The furnishing of service under this Agreement is subject to the availability on a continuing basis

of all the necessary facilities and is limited to the capacity of the Provider's facilities as well as facilities the Provider may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Provider.

### Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Provider's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Provider will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

### Measurement of Service

Calling is billed per call according to duration for applicable services. Calls are timed in whole minute increments, with each fraction of a minute rounded up to the next whole minute. Timing begins with completion of the connection to the called number and ends with the termination of the connection.

Usage is timed and rated per call in increments specified in the applicable service Agreements. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment and partial cents will be rounded to the next whole cent, when the billing capability is available.

### Tests and Adjustment of Bills for Error

### **Testing and Adjusting**

Upon suitable notice, the Provider may make such tests, adjustments, and inspections as may be necessary to maintain the Provider's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Provider makes such tests, adjustments, or inspections.

### **SERVICE LEVELS:**

## Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this agreement by, the Customer or of an authorized or joint user, or to the operation or malfunction of the facilities, power or equipment provided by the Customer or authorized or joint user, will be credited to the Customer for the part of the service that the interruption affects.

### **Credit for Interruptions**

A credit allowance will be given on a per line basis for any period during which any line subscribed to by the Customer hereunder and/or, if applicable, supplier-provided station equipment attached thereto is out of service, except as specified below. Out of Service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins when the Customer reports a malfunction in service to the supplier. A malfunction period ends when the affected line and/or associated station equipment is fully operative.

- a) Credit Allowances do not apply to Interruptions
- i) caused by Customer;
- ii) due to failure of power or equipment provided by the Customer or others;
- iii) during any period in which the supplier is not given access to the service premises; and
- iv) due to scheduled maintenance and repair.
- b) Interruption of 24 Hours or Less Portion of Daily Per Line Charge

Length of Service Interruption Less than 4 hours	<u>Credit</u> None
4 hours up to but not including 8 hours	1/3 of day
8 hours up to but not including 12 hours	1/2 of day
12 hours up to but not including 16 hours	2/3 of day
16 hours up to but not including 24 hours	One day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any 24-hour period.

c) Interruptions over 24 Hours - Service interruptions over 24 hours will be credited 4 hours for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

#### **Limitation Allowances**

No credit allowance will be made for:

- i) Interruptions due to the negligence of, or non-compliance with the provisions of this agreement by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the supplier;
- ii) Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Supplier;
- iii) Interruptions of service during any period in which the Supplier is not given access to the premises at which the Supplier provided service is interrupted or terminated;
- iv) Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;

v) Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Supplier for maintenance purposes or for implementation of a Customer order for a change in service arrangements.

# **SERVICE AVAILABILITY/LIMITATIONS:**

PrimePath Lines provisioned by unbundeled Network Element- minimum 2 lines per location.

PrimePath Lines provisioned over a T-1- minimum 22 lines per location.

See attached Current Availability of Services table.

7/8/2003 MASTER AGREEMENT NUMBER: B-03-012 **DOIT APPROVAL DATE: VENDOR FEIN: 13-4924710** VENDOR NAME: AT&T SERVICE NAME: Local Exchange Service: Analog Lines (POTS): PrimePath Service Initial Post-Activity Date of Date Conversion: Conversion: Recurring Item (Add, Item Unit Vendor Approved Description of Service/Equipment Code Non-Recurring Non-Recurring Monthly Cost Delete, Request By DOIT Change) **Unit Cost Unit Cost** Add 06/13/03 07/08/03 1 PrimePath Line ea \$0.00 \$0.00 \$24.50 Federal Subscriber Line Charge per PrimePath Line \$0.00 \$0.00 included Add 06/13/03 07/08/03 2 ea Call Forwarding Busy \$0.00 \$0.00 \$0.74 Add 06/13/03 07/08/03 3 ea \$0.00 \$0.00 \$0.74 Call Forwarding No Answer Add 06/13/03 07/08/03 4 ea Add 06/13/03 07/08/03 5 Call Forwarding Variable ea \$0.00 \$0.00 \$1.96 \$0.00 \$0.00 Add 06/13/03 07/08/03 6 Remote Access to Call Forwarding ea \$5.39 \$0.00 \$0.00 \$1.96 Add 06/13/03 7 Call Waiting/Cancel CW ea 07/08/03 Three way calling \$0.00 \$0.00 \$1.96 8 Add 06/13/03 07/08/03 ea 9 Speed Calling 8 \$0.00 \$0.00 \$1.96 Add 06/13/03 07/08/03 ea Add 06/13/03 07/08/03 10 Caller ID ea \$0.00 \$0.00 \$5.15 \$0.00 \$0.00 \$1.96 Distinctive Ring Add 11 ea 06/13/03 07/08/03 \$0.00 \$4.17 Add 12 Call Transfer ea \$0.00 06/13/03 07/08/03 Service Order Charge (1st Time order \$39.20 \$39.20 \$0.00 Add 06/13/03 07/08/03 13 ea only) \$29.40 \$29.40 \$0.00 Add 06/13/03 07/08/03 14 Feature Change w/o dispatch ea Feature Change w/ dispatch (1 hour minimum, one-time charge per \$122.50 \$0.00 \$122.50 Add 06/13/03 07/08/03 15 occurrence) hour Line/Trunk Move or Add with Dispatch (one hour minimum) hour \$122.50 \$122.50 \$0.00 Add 06/13/03 07/08/03 16 ea \$19.60 \$0.00 17 **Record Order Change** \$19.60 Add 06/13/03 07/08/03 18 PIC Change Charge ea n/a \$9.80 \$0.00 Add 06/13/03 07/08/03 25 Pair Termination Blocks \$63.70 \$63.70 \$0.00 Add 06/13/03 07/08/03 19 ea